

PERFORMANCE WORK STATEMENT
T-44 Cockpit Edge Light Panels (ELP) Refurbishment Services for the Fleet Readiness
Center Southeast (FRCSE)

PART 1
GENERAL INFORMATION

1. General. This is a non-personal services contract to provide T-44 Cockpit Edge Light Panels (ELP) Refurbishment Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Description of Services/Introduction. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform T-44 Cockpit ELP Refurbishment Services at the Fleet Readiness Center Southeast (FRCSE), Naval Air Station (NAS) Jacksonville, FL as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Background. The FRCSE Jacksonville, FL maintains T-44 aircraft and requires refurbishment and modification support for T-44 cockpit ELPs. A service contract for the ELPs will enable FRCSE to continue maintaining the T-44 aircrafts within the organization.

1.3. Objectives. The objective of this contract is to perform refurbishment and modification services for the T-44 aircraft located in Jacksonville, FL.

1.4. Scope. This contract includes all functions, tasks and responsibilities normally performed by a Maintenance Machinist. The Contractor shall be responsible for refurbishing to as new condition or modify various T-44 cockpit ELPs. All refurbishment and modifications shall be performed in accordance with (IAW) the standards and drawings identified in Technical Exhibit (TE) 1. The Contractor shall comply with all applicable laws and regulations, including but not limited to Federal Law, Florida State Law(s), Occupational Safety and Health Administration (OSHA) regulations, Navy and installation regulations.

1.5. Period of Performance. The period of performance shall be for one (1) Base Year of 12 months and two (2), 12-month option years. The Period of Performance reads as follows:

Base Year	19 January 2016 – 18 January 2017
Option Year I	19 January 2017 – 18 January 2018
Option Year II	19 January 2018 – 18 January 2019

1.6. Hours of Operation.

1.6.1. Normal Duty Hours. The Contractor is responsible for providing performance/service, between the hours of 0900 to 1700, Eastern Standard Time (EST), Monday through Friday,

except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.2. Federal Government Holidays.

- | | | |
|----|-----------------------------------|--------------------------|
| a. | New Years Day | 1st day of January |
| | Martin Luther King Jr.'s Birthday | 3rd Monday of January |
| | Presidents Day | 3rd Monday of February |
| | Memorial Day | Last Monday of May |
| | Independence Day | 4th day of July |
| | Labor Day | 1st Monday of September |
| | Columbus Day | 2nd Monday of October |
| | Veterans Day | 11th day of November |
| | Thanksgiving Day | 4th Thursday of November |
| | Christmas Day | 25th day of December |
- b. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.
- c. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise. This provision does not preclude reimbursement for authorized overtime work if applicable.
- d. When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer (KO) or the Contracting Officer's Representative (COR). Changes in employee work schedules shall comply with the terms and conditions of the contract, to include payment provisions.
- e. If Government personnel are furloughed, the Contractor shall contact the KO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government

employees. In the event of a Government shutdown or furloughed Government employee(s) impacts contract price/cost, a negotiated settlement will be reached as deemed appropriate by the KO.

1.6.3. Inclement Weather Operations. In cases of severe weather, the KO may authorize exceptions. When exceptions are granted, the Contractor shall make up all missed services within twenty-four (24) hours after the severe weather has terminated, unless the KO authorizes additional time. Rescheduling to provide make-up services shall not be a basis for a claim by the Contractor for additional compensation.

1.7. Place of Performance. The work to be performed under this contract will be performed at the Contractor's facilities.

1.8. Type of Contract. The Government will award a Firm Fixed Price (FFP) Single Award Task Order Contract (SATOC).

1.9. Quality Control. Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services to the Government IAW the terms and conditions contained in Federal Acquisition Regulation (FAR) Subpart 52.246-1 entitled, "Contractor Inspection Requirements" and applicable sub-clauses pertaining to quality control.

1.9.1. The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP must contain a systematic approach to monitor operations to ensure acceptable services are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The Contractor shall provide to the Government their quality control documentation with the Contractor's proposal for use as an evaluation factor, electronic copies shall be in Adobe PDF; changes to the QCP after award shall be submitted to the KO and COR in an electronic copy within five (5) calendar days prior to the proposed changes thereafter. After acceptance of the quality control plan the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to their QC System in regard to this contract.

1.9.2. Corrective Actions. At any time it is determined by the KO that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency. If a Contract Deficiency Report (CDR) is issued the Contractor shall develop a Corrective Action Plan (CAP) which identifies the root cause, Corrective Action (CA) for the root cause, CA for the specific non-conformance and CA to the root cause to prevent recurrence and a corrective action including the timeline for completion.

1.10. Quality Assurance. The Government will evaluate the Contractor's performance under this contract IAW the Quality Assurance Surveillance Plan (QASP). This plan is a Government only document primarily focused on what the Government must do to assure that the Contractor has performed IAW the requirements of the contract. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable deficiency rate(s) as illustrated within the PWS and Performance Requirements Summary (PRS). All performance ratings will use (Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory), as defined in FAR subpart 42.15, Contractor Performance Information. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

1.10.1. Contracting Officer Representative (COR). The COR Tracking (CORT) Tool [Wide Area Work Flow (WAWF) e-Business <https://wawf.eb.mil/>] for nomination, tracking, documentation, and management of CORs will be used. The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: Assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notify both the KO and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.10.2. Post Award Conference/Periodic Progress Meetings. The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office IAW FAR Subpart 42.5, Post Award Orientation. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be considered into the overall contract price.

1.11. Security.

1.11.1. Physical Security. The Contractor shall be responsible for safeguarding all Government equipment, information, and property provided for Contractor use IAW OPNAVINST 5530.14E CH-2, Navy Physical Security and Law Enforcement Program.

1.11.2. Security of Classified Items, Systems and Information. The Contractor will not access, view, possess, or use classified information under this contract. The Contractor shall immediately contact the COR for instructions if access to classified information becomes

necessary or if the Contractor falls into the possession of classified information while performing services under this contract.

1.12. Safety. The Contractor shall establish and maintain a safety plan.

1.12.1. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with 29 CFR 1910, Occupational Safety and Health Standards. The Contractor shall comply with the above and all other applicable DoD, Navy, Federal, State, and Local safety and health requirements.

1.12.2. Reporting of Fire and Safety Hazards. The Contractor shall train personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contractor shall take corrective action to remedy reported deficiencies IAW the terms of this contract. The COR shall be notified of deficiencies beyond the terms of this contract.

1.12.3. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State, and Federal environmental and occupational safety laws, rules, regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the KO or authorized representative for final resolution. The Contractor shall notify the KO or authorized representative in writing in addition to any verbal notification of such conflict. The Contractor shall be liable for all fines, penalties, and costs which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the KO or authorized representative to halt any and all Contractor performance with a commensurate deduction of monies due to the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall notify the KO or designated representative and COR.

1.12.4. Reporting Mishaps. The Contractor shall adhere to reporting of mishaps IAW OPNAVINST 5102.1D MCO P5102.1B, Navy & Marine Corps Mishap and Safety Investigation, Reporting, And Record Keeping Manual. In addition the Contractor shall report injury or occupational illness to on-duty Contractors and Contractor accidents involving Navy property and personnel.

1.12.5. Emergency Services. Emergency medical treatment and services for Contractor personnel is the responsibility of the Contractor.

1.12.6. Personnel Safety. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the KO, designated representative or COR, and shall notify the KO of the corrective action to be taken.

1.13. Personnel. For purposes of this paragraph, the term “personnel” or “employee(s)” refers to any person performing work related to this contract, including but not limited to, the Contractor’s employees, agents, representatives, or subcontractor. The Contractor shall staff this effort with trained, competent and capable employee(s) for the discipline they are assigned to. Contractor personnel shall present a clean, neat and professional appearance. The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, medical requirements, and qualifications to perform all assigned tasks and functions as defined in this contract prior to commencement of work. The Contractor shall not permit any personnel to work under this contract if such person is identified by a Government authorized representative to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Navy and NAS Jacksonville, FL. All Contractors’ personnel shall comply with installation security and access procedures and the Contractor’s final Safety Plan.

1.13.1. Authorization to Work. Contractor’s personnel shall either be a United States Citizen or authorized to work in the United States or possess a valid U.S. Immigration T-151 or I-94, Alien Registration Card.

1.13.2. Speaking, Reading, and Understanding English. Contractor shall hire and staff personnel who can communicate with Government representatives and where reading, understanding, and discussing environmental, health, and safety warnings are an integral part of an employee’s duties, Contractor’s employee shall be able to understand, read, write, and speak the English language fluently. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

1.13.3. Conflict of Interest.

- a. Organizational Conflict of Interest. Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the KO, and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.
- b. Employment of Government Personnel. The Contractor shall not knowingly employ any person who is a U.S. Government employee if employing that person would create a conflict of interest. Additionally, the Contractor shall not knowingly employ any person who is an employee of the Government, either military or civilian, unless such person

seeks and receives written approval according to DoD 5500.7-R, Joint Ethics Regulations (JER) by the individual's commander or director. A copy of the authorization will be provided to the COR. In addition, the Contractor is prohibited from employing Government Quality Assurance Representatives (QAR) whom the Contractor knows or should have known are responsible for monitoring any contracts/subcontracts awarded to the service provider.

1.13.4. Conduct of Employees. Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any Contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. In accordance with Department of Defense (DOD) Directive 5500.7-R, "Joint Ethics Regulation", Contractor employees must avoid being improperly influenced in the execution of their duties under the contract. Particular attention should be paid to acceptance of gifts/ gratuities, and on non-disclosure of sensitive or classified information. The Contractor shall ensure employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions. The Contractor shall ensure no contractor employees conduct political related activities or events on United States of America (USA) Facilities.

1.13.5. Contractor Advertising. The Contractor shall not place or display advertising of any kind on Government property.

1.13.6. Key Personnel. The Project Manager (PM)/alternate PM are considered key personnel by the Government:

- a. The Contractor shall provide a PM who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the KO within 10 calendar days after contract award, thereafter any changes shall be provided five (5) business days prior to expected change and no less than 24-hours after unplanned changes. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.
- b. The PM or alternate shall be available between 0900 to 1700, Eastern Standard Time (EST), Monday through Friday, except Federal holidays or when the Government facility is closed for administrative reasons.

1.13.7. Supervision of Contractor Employees. The Government will not exercise any supervision or control over Contractor or Subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government.

The Contractor, in turn, shall be accountable to the Government for Contractor or Subcontractor employees.

1.14. Data Rights. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

PART 2

DEFINITIONS, ACRONYMS & ABBREVIATIONS

2. Definitions and Acronyms.

2.1. Definitions.

2.1.1. Cannibalize. Remove parts from Government property for use or for installation on other Government property.

2.1.2. Contract Administrator. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.3. Contractor. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.4. Contractor Acquired Property. Property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title.

2.1.5. Contracting Officer (KO). A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.6. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.7. Controlled Area. A controlled space extending upward and outward from a specified point. This area is typically designated by a commander or director, wherein sensitive information or operations occur and requires limitations of access.

2.1.8. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

2.1.9. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.10. Equipment. A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

2.1.11. Government-Furnished Property (GFP) or Government Property (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

2.1.12. Government Property. All property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

2.1.13. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. The prime contractor is responsible for performance of all subcontractors.

2.1.14. Loss of Government Property. Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- a. Items that cannot be found after a reasonable search;
- b. Theft;
- c. Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

- d. Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

2.1.15. Material. Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

2.1.16. Non-Personal Services. The personnel rendering the services are not subject; either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

2.1.17. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.18. Property. All tangible property, both real and personal.

2.1.19. Property Administrator (PA) or Plant Clearance Officer (PLCO). An authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of the Contractor.

2.1.20. Property Records. Records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

2.1.21. Provide. To furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

2.1.22. Quality Assurance. The Government procedures to verify that services being performed by the Contractor are acceptable IAW established standards and requirements of this contract.

2.1.23. Quality Assurance Specialist. An official Government representative concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

2.1.24. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.25. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.26. Real Property. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

2.1.27. Sensitive Property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection,

control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

2.1.28. Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.29. Unit Acquisition Cost means—

- a. For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- b. For contractor-acquired property, the cost derived from the contractor's records that reflect consistently applied generally accepted accounting principles.

2.1.30. Wide Area Work Flow (WAWF). A secure web based system for electronic invoicing, receipt, and acceptance. WAWF allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment.

2.1.31. Work Day. The number of hours per day the Contractor provides services IAW the contract.

2.1.32. Work Week. Monday through Friday, except for Federal holidays unless specified otherwise.

2.2. Acronyms.

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AQL	Acceptable Quality Level
AT	Antiterrorism
CA	Corrective Action
CAP	Contractor Acquired Property
CB	Circuit Breaker
CDR	Contract Deficiency Report
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
CORT	Contracting Officer Representative Tracking
COTS	Commercial-Off-the-Shelf
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoN	Department of the Navy
ELP	Edge Light Panels
EST	Eastern Standard Time

FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FPCON	Force Protection Condition
FRCSE	Fleet Readiness Center Southeast
FY	Fiscal Year
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GFP	Government-Furnished Property
GP	Government Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With
JER	Joint Ethics Regulation
JTR	Joint Travel Regulation
KO	Contracting Officer
LH	Left Hand
NAS	Naval Air Station
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
PA	Property Administrator
PIPO	Phase In/Phase Out
PLCO	Plant Clearance Officer
PM	Program Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QAR	Quality Assurance Representatives
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RH	Right Hand
SAE	Society of Automotive Engineers
SATOC	Single Award Task Order Contract
TE	Technical Exhibit
WAWF	Wide Area Work Flow

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. Government Furnished Items.

3.1. Equipment. The Government will provide the panels requiring refurbishment or modification to the Contractor within ten (10) business days of task order issuance. The Contractor shall return each refurbished or modified panel within 30 days from the date of receipt of the panel from the Government. Contractor shall be responsible for any damages or loss of use due to their negligence.

3.2. Property Administrator (PA) or Plant Clearance Officer (PLCO). The KO shall appoint a PA or PLCO IAW FAR 45.101 and DFARS 201.670. If no PA or PLCO is appointed the KO retains the rights of this position.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Items and Responsibilities.

4.1. Contractor Furnished Items. Everything included in this paragraph and its subparagraphs is basic to the contract and should be included in the contract price.

4.1.1. The Contractor shall provide all labor, supervision, transportation, vehicles, supplies, equipment, materials, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2. Responsibilities of the Contractor.

- a. The Contractor shall provide a safe working environment for key consultants and all persons in his/her employ as prescribed by 29 CFR 1910 "Occupational Health and Safety." The Contractor shall be responsible for all damages to persons and property that occur in connection with the work and service under this contract, without recourse against the Government.
- b. Contractor shall be responsible for all loss or damage or whatsoever kind and nature to all Government property, while in the performance of these contract requirements, which result in whole or in part from the negligence or omissions of Contractor, any of his Subcontractors or any employee, agent or any representative of the Contractor or Subcontractor(s).
- c. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

PART 5 SPECIFIC TASKS

5. General. The Contractor shall provide all skilled personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform this prescribed project as defined in

this PWS to meet the performance requirements, except for those items specified as Government furnished property and services.

5.1. ELP Refurbishment or Modification. The Contractor shall deliver refurbished or modified panels within 30 days after receipt of delivery orders. All shipping costs shall be included in the Contractor's price. Corresponding contract line item numbers (CLINs) are identified in the Table 1.

Table 1

<u>CLIN: PANEL</u>	<u>T-44A PART NUMBER</u>	<u>T-44C PART NUMBER</u>	<u>DISPOSITION</u>	<u>TECH EXHIBIT LOCATION</u>
0001: Reversionary ELP	N/A	ND39-11-7006-01-06	Refurbish	Page 1
0002: Noise Cancellation Module ELP	N/A	ND23-41-7000-01-01	Refurbish	Pages 23 and 24
0003: Overhead ELP	90-364090-19	ND39-11-7008-01-01	Modify and Refurbish	Pages 7 and 8
0004: Engine Start ELP	90-340211-23	ND39-11-7008-01-02	Modify and Refurbish	Pages 7,9,10,11 and 12
0005: Right Hand (RH) Pedestal Circuit Breaker (CB) ELP	90-364131-13	ND39-11-7008-01-04	Modify and Refurbish	Pages 7,14,15 and 16
0006: Left Hand (LH) Pedestal CB ELP	90-364132-7	ND39-11-7008-01-05	Modify and Refurbish	Pages 7,17,18 and 19
0007: RH Outbound CB ELP	90-320082-9	ND39-11-7008-01-06	Modify and Refurbish	Pages 7,20,21 and 22
0008: LH Outbound Subpanel ELP	90-320085-3	ND24-20-8000-01-37	Modify and Refurbish	Pages 3,4,5 and 6
0009 RH Inbound Subpanel ELP	90-320083-3	ND32-30-7000-01-01	Modify and Refurbish	Page 2
0010: Fuel Control ELP	90-364021-3	N/A	Refurbish	Page 38
0011: Throttle Control ELP	101-524312-3	N/A	Refurbish	Page 32
0012: Rudder Position ELP	90-524013-1	N/A	Refurbish	Page 39
0013: Dial Assembly, Rudder, Aileron	50-524526-9	N/A	Refurbish	Page 33

0014: Knob, Rudder, Aileron	S771-70	N/A	Refurbish	Page 40
0015: Wheel, Elevator Tab Control	50-524539-3	N/A	Refurbish	Page 35
0016: Cabin Temp/Pressure ELP	90-340214-3	N/A	Refurbish	Page 37
0017: Top Pedestal ELP	50-524549-3	N/A	Refurbish	Page 36
0018 Light Panel	ND39-11-7006-01-05	JX44AD00191-1	Refurbish	Pages 25,26 and 27
0019 Light Panel	ND39-11-7006-01-04	JX44AD00191-2	Refurbish	Pages 25,28 and 29
0020 Panel	ND39-11-7008-01-03	JX44AD00191-5	Refurbish	Pages 25,30 and 31
0021 Dial, Elevator Tab	N/A	50-524538-3	Modify or Refurbish	Page 34
0022 LH Inbound CB ELP	90-320094-1	ND39-11-7008-01-03	Refurbish	Pages 7 and 13

5.1.1. Delivery. The Contractor shall return panels using standard approved commercial packaging and shipping practices, and by traceable means to the Government at the following address:

Fleet Readiness Center Southeast
HGR 140, NAS Jacksonville
Jacksonville, FL 32212-0016
Mark For: (Provide task order number)

5.1.2. Unrefurbishable Panels. The Government will conduct minor panel inspections for refurbish-ability or modification prior to shipping them to the Contractor. Any panel determined by the Contractor to be beyond economical refurbishment or modification shall be returned to the Government without refurbishment or modification.

5.1.3. Quality Standards. All aircraft component quality standards shall be IAW Society of Automotive Engineers (SAE) AS9100D WIP Quality Management Systems – Requirement for Aviation, Space and Defense Organizations. All components shall conform to original equipment manufacturer (OEM) specifications, technical data, and other applicable directives as identified in the PWS to meet acceptable requirements to the Government.

5.1.4. Property Control Plan. The Contractor shall have a quality control system which meets the requirements of best commercial practices. The Contractor shall maintain a quality assurance program for all components at Contractor and subcontractor operational sites. Quality shall be

ensured throughout the program in all areas of fabrication, assembly, inspection, testing, and shipping sites.

5.1.5. The Contractor shall notify the Government immediately following a determination that a non-conforming item has been tendered for acceptance. The Contractor shall also notify the Government of any component product or manufacturing process change implemented by the Contractor on any item identified in this contract. The Contractor shall provide access of all applicable records and facilities involved in the manufacture of support items to the Government upon request.

5.1.6. Warranty. The Contractor shall warrant the panels against any defects in material and workmanship for a period not less than 12 months from the initial acceptance of the system by the Government. The warranty shall cover 100% of the cost to refurbish and replace failed components including labor.

5.2. Deliverables. The Contractor shall provide the following deliverables to the COR or designated Government representative:

5.2.1. Packing Slip. The Contractor shall provide an itemized packing slip that includes the task order number for each shipment.

5.2.2. Property Control Plan. The Contractor shall provide a Property Control Plan, IAW FAR Subpart 45.5, to administer Government Property with their Contractor Quality Control Plan. A completed plan shall be submitted within 10 calendar days of award.

5.3. Inspection Requirements. The Contractor shall provide quality services and/or products IAW this contract. All panels will be visually inspected by a Government Quality Assurance (QA) specialist upon receipt of delivery. If discrepancies are noted during the inspection, the discrepant panel(s) will not be accepted and will be returned to the Contractor. The Contractor shall correct discrepancies and redeliver panel(s).

5.3.1. When the Contractor's performance is unsatisfactory; a CDR shall be issued. If a CDR has to be issued, the Contractor shall reply in writing, giving the reason for the unsatisfactory condition, and what corrective action has been taken; and procedures to prevent recurrence.

5.4. Contractor Manpower Reporting (CMR).

5.4.1. The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the FRCSE via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Navy CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

5.4.2. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs

may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2016. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil/>. Contractors may direct questions to the help desk by clicking on “Send an email” which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component’s CMR website.

PART 6 APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions). The Contractor (to include Subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures.

- a. 29 CFR 1910, Occupational Health and Safety
- b. DoD 5500.7-R Joint Ethics Regulations (JER)
- c. OPNAVINST 5102.1D MCO P5102.1B, Navy & Marine Corps Mishap and Safety Investigation, Reporting, And Record Keeping Manual
- d. OPNAVINST 5530.14E CH-2, Navy Physical Security and Law Enforcement Program

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

Attachment 1: Performance Requirements Summary

Performance Objective	Performance Standard	Performance Threshold	Monitoring Method
5.1. ELP Refurbishment or Modification	The Contractor shall deliver refurbished or modified panels within 30 days after receipt of delivery orders.	The Contractor shall be on or ahead of schedule 95% of the time.	Customer Surveys and Feedback
5.3. Inspection Requirements	If discrepancies are noted during the inspection, the discrepant panel(s) will not be accepted and will be returned to the Contractor.	The performance standard will be met at 95% of the time.	Customer Surveys and Feedback
	The Contractor	The performance	Customer Surveys and

	shall correct discrepancies and redeliver panel(s).	standard will be met at 99% of the time.	Feedback
--	---	--	----------

Note: Government surveillance of Contractor performance is not limited to the Performance Objectives as outlined in this PRS. The Government reserves the right to conduct compliance surveillance of any contractual requirement of this acquisition.

Technical Exhibit 1: ELP Standard and Drawings